HIGHLANDS COMFORT RV RESORT LEASE AGREEMENT

This rental agreement (the “Agreement”) is made on the ---------- day

of ---------- year-------- between Highlands comfort RV Resort LLC,

with its principal office located at 1016 N Main street, Highlands

Texas 77562 ,referred to herein as “ Lessor” and ----------

----------referred to herein a“Lessee

Birth date---------- driver's License number----------

Social security no:---------- tel number----------

Lessee's liability insurance carrier----------

Lessee's insurance carrier policy no----------

Agents name---------- Agents tel no:----------

RV information: Lessee represents that he/she is the legal owner of the following recreational vehicle or mobile recreational vehicle(herein after referred to as “RV”

year:----------make---------- width----------length----------

vehicle id no---------- RV license no:----------

State where registered----------

Lessor leases to Lessee and Lessee Leases from Lessor ,for the term of this agreement ,RV Spot #----------of the Highlands Comfort RV Resort

(the “Premises”) and being hereafter referred to as “RV Spot” (whether one or more)beginning ---------- 20------ through ---------- 20-------,and pursuant to the following terms and conditions:

1:Rent: Lessee Agrees to pay as rental $ 70 per day for small RV and $75 per day for large RV or $ 250 per week for small RV and $275 per week for large RV and $ 490 per month for small RV and $550 per month for large RV. Plus security deposit of $ 25 per day, $100 for week and $150 for monthly lease agreements. The first month of rent ----------plus security deposit shall be due prior to move-in. Every month

thereafter,tenant shall pay rent on or Before the anniversary day each month within 3 days of grace period if the owner does not notify the highlands comfort RV resort 30 days before end of Lease and continues to occupy the RV spot the Lease term will automatically be renewed for month to month .

2:Application of Funds: If Lessor does not actually receive a rent payment in the full amount by the fourth (4th) day of each month ,the following late fees will apply for payments Regardless of any notation or communication included with the payment ,landlord may apply funds received from tenant first to any non-rent made after the grace period.

1: $40 as an initial late charge

2 : Additional late charges of $ 15 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days. rent shall be payable without demand,by credit card,cashier' check ,or money order on the 1st of each month,or before start of lease for weekly and daily bases lease .Rent shall be paid to Lessor at 1016 N Main Street ,Highlands ,Texas 77562 or at any location Lessor designates in writing to Lessee. Late payment charges are due immediately upon notice or demand . For each returned check or reversed credit card transaction, Payments of any kind received by Lessor on behalf of Lessee may be applied at Lessor's option to non-rent items first, then to Rent. Payment of Rent by Lessee shall be an independent covenant. If lessee has not timely paid rentals and other sums due on two or more occasions,or if a check from Lessee is returned for insufficient funds or no account,Lessor may require that all Rent and other sums due be paid by cashier's check. certified check,or money order. obligations of tenant,including but not limited to late charges,dishonored payment ,repairs,fees and then to rent.

3:Security Deposit: Lessor requires a security deposit of $25 for daily , $ 100 for weekly and $150 for monthly leases to be paid on or before the first date of Term. No interest will be paid to tenant on the security deposit .Landlord may place the security deposit in an interest- bearing account or income producing account and any interest or income earned will be paid to the landlord. Landlord will hold the security deposit for the term of tenancy and ,upon termination of the tenancy,reserves the right to performance of this lease ,including ,but not limited to ,cleaning the RV space,repair of damages unpaid rent,late fees and dishonored payment fees.

Tenant must give Landlord at least 30 days written notice of surrender as defined herein before landlord is obligated to refund or account for security deposit.

Notices About Security Deposits:

92.108 of Texas property code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the A security deposit is security for unpaid rent.

Bad faith violations of 92.108 of the Texas property code may subject tenant to liability up to three times the rent wrongfully withheld and the Landlord's reasonable attorney's fees.

The Texas property code does not obligate a landlord to return or account for the security deposit until the tenant surrender the property and give the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account

4:Rent Increases: There will be no rent increases through the initial term of the lease .Landlord may increase the rent that will be paid during any month to month renewal period by providing at least

30 days written notice to Tenant.

5:Default: If Landlord fails to comply with this lease,tenant may seek any relief provided by law. Any failure by tenant to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall,at the option of landlord,promptly terminate this tenancy and forfeit all rights of the tenant under this agreement. In the event of tenant default ,all unpaid rents which are payable during the reminder of this lease or any renewal period will be accelerated without notice or demand. Tenant will be liable for any lost rent; landlord's costs of re letting the RV space,including but limited to leasing fees,advertising fees,utility charges and other fees reasonably necessary to re let the RV space Tenant shall also be responsible for repairs to RV park space beyond normal wear and tear ;landlords costs associated with eviction of tenant ,including but not limited to attorney's fees,late charges,dishonored payment fees,returned check fees and any other recovery fees which landlord may be entitled by law.

Tenant understands that in the event of an eviction or unpaid amounts owed by tenant ,the eviction and amount out standing will be reported to all credit bureaus and a judgment may be filed with the courts and credit bureaus. Landlord will attempt to mitigate any damage or loss caused by tenant's breach by attempting to relet the RV space to acceptable tenants and may reduce tenant's liability accordingly.

Notice to eviction under this section may be by any means permitted by 24.005 of the Texas property code.

6:Lien holder Disclosure by Lessee: There is/is not(circle one)s lien on

the RV in the RV spot . The lien holder is ----------

7:Utilities/Cleaning: Lessor shall pay for all water ,internet,sewer and garbage disposal bills. electricity of daily and weekly Lessee .For monthly agreements Lessee shall pay for electric bills each month $ --------per kw hour .Tenant may not rely on Vehicle's internal generators for more than 5 days after move in except in the event of power failure or similar unanticipated interruption of the commercially provided services. For utilities provided by Landlord ,landlord does not guarantee or warrant that there will be no interruption of service. Tenant shall be solely responsible for losses caused by improper or negligently maintained utility connections. For sewer connections, a positive sewer seal at both ends of sewer hose is required .Texas law requires that a sewer hose must be fastened using the proper connector or a rubber donut . Use of external generators to produce electricity is prohibited.

Notice:Before signing the lease ,tenant should determine if all necessary utilities are available to the property and are adequate for the tenant's use.

8:Use of Premises: Tenant agrees to rent the RV space for the use as a location to park one motor home or recreational vehicle for private residential use only. No private business or enterprise ,including but not limited to childcare,is permitted on the premises. No camping ,tents or other vehicles may be used for residential purposes in the RV space. Outdoor recreation equipment such as trampolines ,hot tubs, spas,above ground pools,swing sets and playhouses are prohibited .Use of charcoal ,grills or outdoor deep fryers is not permitted .Use of propane grills are permitted. The RV space shall not be used for any other purpose unless specified in this lease. The RV space will be occupied exclusively be Tenant and the following individuals, and none others (referred to hereafter as “occupants”)

In addition to Tenant, the individuals(s) listed above are the only other occupants of the RV space authorized to reside at the RV space. The individuals listed above are considered guests of the Tenant for all purposes and are fully subject to the terms and conditions of this lease. However occupants are not tenants for the purpose of any rights to own or acquire a lease, hold interest or renew this lease. All occupants must follow the rules of Highlands Comfort RV resort as set out in this lease and as modified and amended during the term of lease .Landlord must approve in advance unauthorized occupants (individuals other than those listed above)living in the RV space for longer than 7 consecutive days . Landlords,at its sole discretion,may revoke the right of any guest,visitor or occupant to reside on the premises without notice to the tenant.

9 : condition of property: Landlord makes no express or implied warranties as to the condition of the RV space or the premises .It is tenant's obligation to inspect the premises and the RV space and determine ,before signing the lease , if all services,utilities connections,schools and transportation are accessible to or from the premises,if such services are sufficient for the tenants needs and wishes ,and tenants is satisfied with the condition of the RV space and the premises .By signing this lease ,tenant certifies that he or she has inspected the RV space and accepts it **AS IS**

10: Assignment and Subletting: Lessee shall not sublet the RV spot,or any

part of the Premises,or assign this agreement without Lessor's

prior,express,and written consent.

11:Repairs: All repairs (including emergencies) require a request from the tenant made through by calling the office number . During the entire duration of this lease .if the tenant or tenant's occupants are responsible for /at fault or their visitors guests or pets are responsible /at fault on any single repair required ,tenant may not repair or cause to be repaired any condition,regardless of the cause ,without landlord's permission .all decisions regarding repairs ,including the completion of any repair ,whether to repair or replace the item ,and the selection of contractors ,will be at the landlord's sole discretion.

12: Parking: Tenants and tenants authorized occupants may not park more than two passenger vehicles per RV space. No commercial vehicles,trailers are permitted. All vehicles must be parked at designated parking spaces. Parking on premises is at the tenant's own risk. Landlords may regulate the time,manner and place of parking cars and pickups. Unauthorized or illegally parked vehicles may be towed at the owner's expense as permitted by law. Vehicles are prohibited from parking on the premises if they are inoperable,have no current license,take up more than one parking space ,are blocking other vehicles from access to or exit from existing parking ,are parked in the space not dedicated to parking including, but not limited to grass,common areas or fire lanes.

13: **Pets:**pets (including mammals ,reptiles ,birds,rodents,fish and insects) are allowed only if the landlord has authorized their presence on the premises. Tenant must remove all illegal or any dangerous animal within 24 hours written notice from landlord .Failure to remove the animal with in 24 hours written notice from landlord ,if tenant fails to timely remove the illegal or dangerous animal,landlord may remove or cause to be removed the unauthorized or dangerous animal and deliver it to appropriate local authorities by providing at least 24 hours written notice to tenant of landlord's intention to remove the unauthorized or dangerous pet and charge to the tenant the landlord's cost to remove the unauthorized or dangerous pet and the cost of repair any damage to the premises caused by unauthorized or dangerous pet.

With respect to pets ,tenants and occupants must comply with highlands comfort RV Resort rule as set forth in this lease and as amended or modified by Landlord .No pet sitting of any kind is allowed.

At its sole discretion,the landlord may require the tenant to purchase and provide verifiable proof of personal liability insurance at limits specified by the landlord for any personal injuries or damages caused by authorized pets as a condition of this lease or during the term of this lease. If so required by landlord ,tenant 's failure to purchase or maintain personal liability insurance at limits specified by landlord for personal injuries or damages caused by pets of tenants or tenants occupants is an incurable breach of this lease and may result in termination of tenancy and eviction and/or any other remedies as provided by this lease contract or state law.

14: Service Animals: Service animals are permitted as authorized by applicable local and state law. If requested by the landlord,tenants agree to provide to the landlord a written statement from a qualified professional verifying the need for the service animal within 72 hours of such written request by the landlord.

15: Emergency Evacuation: At the sole discretion of the landlord or in the event of a mandatory evacuation due to any anticipated hazardous weather event ,the landlord may require the tenant to remove the RV ,motor home and all other vehicles and belongings from the premises within 48 hours after written notice by the landlord. If the evacuation is mandatory as a result of government or law enforcement action or order ,the tenant is

obligated to follow the mandatory evacuation requirements and the landlord shall not be liable for the loss of use of RV space or be obligated to prorate,rebate or refund any rental payment to the tenant.

16: Effect of Holding Over: The parties agree that any holding over by a tenant under this lease ,without landlord's written consent,shall be a tenancy at will which may be terminated by the Landlord in accordance with applicable law. If the tenant fails to vacate the RV space at the time this lease ends,the tenant will pay landlord rent for the holdover period and indemnify landlord and prospective tenants for damages,including but not limited to lost rent,lodging expenses ,cost of eviction,and attorney's fees. Rent for any holdover period will be 3 times the monthly rent,calculated on a daily basis ,and will be immediately due and payable daily without notice or demand.

17:Maintenance and Re delivery of RV Spot: Lessee shall keep and maintain the RV spot in a clean and sanitary condition at all times, and on the expiration or earlier termination of the tenancy shall surrender the RV Spot ----------to Lessor in a good condition as when received,ordinary wear and tear and damage by the elements expected. Surrender occurs when the tenant and all occupants have vacated the RV space and the premises in landlord's reasonable judgment and the date tenant specifies as the move -out or termination date in a written notice to landlord has passed.

18: Maintenance of Premises: Lessor shall keep and maintain the common areas of the premises

19: Insurance: Landlord does not maintain insurance to cover tenants or occupants personal belongings or personal injury. The landlord recommends and the tenant is urged to obtain insurance coverage for losses to property or injuries due to theft ,fire weather,water damage and the like.

Additionally, the tenant is Recommended to purchase and maintain personal liability insurance for the tenant's RV and any vehicles parked on the premises more than 3 days per month with limits no less than 50,000 for each RV,motor home or vehicle.

20: Security: Landlord does not provide private security ,security monitoring or guards for the premises .Tenant is solely responsible for the safety and security of the RV space ,tenant's RV or motor home occupying the RV space and the personal safety of tenants .Occupants,visitors and guests.

21:Casualty Loss: Section 92.054 of the Texas property code governs the rights and obligations of the parties regarding the casualty loss to the premises or RV space .Any proceeds,payment for damages,settlements,awards or other sums paid because of the casualty loss to the premises and or RV space will be landlord's sole property .Landlord is not liable to tenant or any occupant ,guest or visitor for personal injury or damage or loss to personal property for any cause,including,but not limited to :fire ,smoke,rain,flood,water or pipe leaks,hail,ice,snow,lightning ,wind,explosions,earthquake,interruptions of utilities ,theft,vandalism ,or civil unrest unless otherwise required by law. For the purpose of this lease ,any condemnation of any or all of the premises is a casualty loss.

22: **Indemnification:** Lessee shall indemnify,defend,and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs)arising from Lessee's use of RV spot or from, any activity permitted by Lessee in or about the RV Spot unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify ,defend,and hold Lessor harmless from any and all claims and damages(including reasonable attorney's fees and costs)arising from any fault,or omission of Lessee and from and against any and all costs. reasonable attorney's fees, expenses ,and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Lessor by reason of any such claim ,Lessee,on notice from Lessor ,shall defend it at Lessee's expense by counsel approved in writing by Lessor.

23: Landlords Remedy for Early Termination: The maximum amount Lessor may recover as damages for a Lessee's early termination of this agreement is an amount equal to the amount of rent that remains outstanding for one month of the agreement and any other amounts owed for the remainder of the Agreement under the terms of the Agreement.

24:Lease Termination and Eviction: Lessor may terminate the Agreement and evict Lessee for a violation of an Agreement provision,including a community rule incorporated in the Lease Agreement. Lessor may terminate the Agreement and evict Lessee if the lessee fails to timely pay rent or other amounts due under the Agreement that in the aggregate equal the amount of at least one month's rent the Lessor notifies the Lessee in writing that the payment is delinquent;and the Lessee has not tendered the delinquent payment in full to the Lessor before the 10th day after the date the Lessee receives the notice

25: Mandatory Arbitration: Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto .if the parties cannot agree on an arbitrator ,each party shall select one arbitrator and both arbitrators shall then select the third. The third arbitrator so selected shall arbitrate said dispute . The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

26: Representations: Tenant's statements in this lease and any application for rental are material representations .Each party to this lease represents that he or she is of legal age to enter into a lease or contract . If a tenant makes a misrepresentation in this lease or in an application for rental,the tenant is in default and has breached the lease.

27:Entire Agreement : There is no oral agreement between landlord and tenant .This lease contains the entire agreement between landlord and tenant and may not be changed except by written instrument.

28: Governing Law: This lease shall be governed by ,construed ,and enforced in accordance with the laws of the state of Texas.

29: Waiver: Landlord's past delay,waiver or non enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by tenant or any other right in this lease.

30: Binding Effect: This lease contract is binding upon and ensures to the benefit of the parties to this lease and their respective heirs,executors ,administrators, successors and permitted assignments.

31: Attorney's Fees: Any person who is a prevailing party in a legal proceeding brought under or related to the transaction described in this lease is entitled to recover pre - judgment interest,attorney's fees,cost of service ,and all other costs of the legal proceeding from the non-prevailing party.

32: counterparts: If this lease is executed in multiple counterparts ,all counterparts taken together constitute this agreement .Copies of signatures to this agreement are effective as original signatures.

33: Severable Clauses: Should any court find any clause in this lease unenforceable ; the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

34: Joint and Several: All tenants are jointly and severally liable for all provisions of this lease .Any act or notice to ,or signature of ,any one or more the Tenants regarding any term of this lease,its extension,its renewal,or termination is binding on all Tenants executing this lease.

HIGHLANDS COMFORT RV RESORT RULES &REGULATIONS

The following rules apply to all tenants,occupants and their visitors or guests. Any written rules as set out herein or as amended or modified during the lease term are considered part of this lease .Tenants agree to comply with and abide by these park rules as a material term of this lease and to require tenants,s occupants.

1: **Emergencies:**For all health and safety emergencies related to the premises , tenants or occupants call to office ---------- immediately and leave the voice message with the details of the extent of the emergency and leave the name and phone number. For all other emergencies ,call 9-1-1 (fire,robbery,domestic assault,animal bites)

2:**Quiet Time:**10pm/6.00 am **–** Please be considerate of others. No loud music or objectionable noise will be permitted at any time.

3:Speed Limit :A speed limit of no more than 5 hours shall be observed at all times.

4: RV Standards: All RV,s to be placed at highlands comfort RV Resort must meet all local,state and federal standards **.**

5: Site Maintenance: Tenants shall maintain their sites in a clean,well kept and attractive manner,including the front ,sides and back of the RV. If a site is neglected ,after reasonable written notice , highlands comfort RV resort reserves the right ,but not obligated to,to take over the site maintenance and bill the home owner for the service.

6: RV Maintenance: Exteriors of RV,s must be well-maintained ,clean and neat in appearance .All electrical,water,sewer,and gas connections must be kept in good leak- proof condition at all times. Please use proper receptacles when extinguishing cigarettes .Please do not throw cigarette butts on the ground.

7: Sewer: Sewer connection – a positive sewer seal at both ends of sewer hose is required .Texas law requires that a sewer hose must be fastened using a proper connector or a rubber donut . Please see the utilities section of this lease.

8 : Children: We want children to be safe ,but always under the watchful eyes of parents /guardians. Children under the age of fourteen (14) may not be left unsupervised at highlands comfort RV resort. Highlands RV resort and the property owner are not responsible for the safety or welfare of your children. Tenants are solely responsible and liable for their children's act and behavior.

9: Pets: A, Tenants are solely liable for their pets and for their behavior .Please maintain control of your pets and keep them at least (10) feet away from pets belonging to other residents at all times . If a pet is brought outside the tenant's RV. It must be on a leash, no exceptions,

B. No aggressive breed dogs are allowed in the Park. Unless otherwise agreed in writing ,only cats and small dogs under 25 lbs are permitted as pets at highlands comfort RV Resort. Dogs that bark excessively must be kept indoors.

C, The limit is for only 2 pets allowed on leash.

D, Tenants must clean up after their pets.

E, Tenants may not leave their pets tethered on a leash or chain or in a pen outside their RV when they are away (at work,overnight or otherwise)or absent.

F, The same rules apply for cats as for dogs . Cats are inside pets only. If outside ,they must be on a leash with the owner at all times. These rules are for health reasons as well as respect for others.

10: Trash: Dumpster(s) located on the premises are for personal trash only. Tenants and /or occupants may not dispose of or permit the disposal of environmentally detrimental or hazardous substances on the premises,including but not limited to ,motor oil, radiator fluid,hydrocarbons of any type ,paint or solvents. All garbage must be bagged and tied ,boxes broken down. **DO NOT** leave trash outside by your RV. Cleanliness of the premises is important to us. Sites are to be kept clean and orderly , as determined by management, Please leave the laundry area as you would like to find if the laundry area or other location needs attention please notify the manager, Washing RVs or personal vehicles on the premises is prohibited . However ,keeping your RV clean and in good repair is required.

11: No fireworks are allowed at any time.

12: Open carry or the open display of firearms is prohibited.

13: Vehicles: Bicycles must be securely locked or stored inside your RV when not in use. Landlords are not responsible for the theft of your property .Golf carts ,four- wheelers,or similar vehicles that are not registered ,licensed or permitted for use on public streets and highways may not be used or stored in the park. Some exceptions may apply,written authorization will be required and at the sole discretion of highlands comfort RV resort.

14: Parking: A limit of two vehicles only per RV space is designated parking areas .For the purpose of this rule , a motorcycle or scooter is considered a vehicle.

15: Boats: A limit of one kayak or canoe per RV space. John boats ,rafts,catamarans,bass boats ,or any motorized boat or boat intended to be transported on a trailer may not be parked or stored at the park. Some exceptions may apply ,written authorization will be required and at the sole discretion of highlands comfort RV resort.

16: Clothes lines are not allowed

17: Electric space heaters are not allowed , no electrical cheater boxes or pigtails allowed,external generators are not allowed.

Landlord is not responsible for any electrical components on or within RV's

18:Mail service: mail will be kept in the office by the RV park spot number to be picked up by the tenant. Highlands RV resort will not be responsible for any mail loss.

19: Conduct:

Please be considerate of your fellow park residents at all times. Disorderly conduct,drunkenness,illegal drugs,obscene language,obnoxious,disruptive or vulgar behavior will not be tolerated .They will be reason for immediate eviction without refund.

20: Drugs: Illegal drugs of any form are prohibited on the property of Highlands comfort RV resort. Any tenant or guest of the tenant on the premises violating this rule may subject the tenant to immediate eviction without refund .Person(s) knowing of any illegal activity are encouraged to notify the management immediately . Any information reported will be strictly confidential.

21: Liability: All common area facilities and equipment are intended for the exclusive use and convenience of the tenants and their guests. Any and all persons using the facilities do so **AT THEIR OWN RISK** and consent. The landlord is **not responsible** for any accident due to fire,theft,flood,personal negligence,acts of God or other unfortunate circumstances. Tenants are financially responsible for all individuals or pets at their site for any/all damage to the premises.

NOTICE: THIS LEASE IS NEGOTIABLE BETWEEN THE PARTIES.THIS LEASE IS BINDING UPON FINALACCEPTANCE.READ IT CAREFULLY IF YOU DO NOT UNDERSTAND THE EFFECT OF THIS LEASE,CONSULT YOUR ATTORNEY BEFORE SIGNING.

HIGHLANDS COMFORT RV RESORT MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND.HIGHLANDS COMFORT RV RESORT LLC RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES,REGULATIONS AND FEES WHEN NECESSARY AND WITH OUT NOTICE.

WITNESS OUR SIGNATURES AS OF THE DAY AND DATE FIRST ABOVE STATED.

HIGHLANDS COMFORT RV RESORT

BY----------

PRINT NAME----------

TENANT(S)

PRINT NAME/PHONE NUMBER----------

SIGNATURE/DATE----------

PRINT NAME—----------

PHONE NUMBER----------

SIGNATURE/DATE----------